



Board of Commissioners
Jeff Horrocks • Gary D. Kofford • Laurie Pitchforth
75 East Main Street • P.O. Box 629 • Castle Dale, Utah 84513

May 03, 2009

Mr. Bill Jensen
E-911 Program Manager
4501 South 2700 West
P.O. Box 141775
Salt Lake City, UT 84114-1775

Dear Bill:

Thank you for taking the time to visit with Bret Mills on behalf of Emery County in regards to the recent E911 system 4th year support costs. As discussed, in your phone conversation, you informed Mr. Mills that there may be grant money available through the 911 committee. Could you please accept this grant request for the amount on the "Attachment A" sheet and find enclosed a copy of the Billing from QWEST. If you have any questions, please contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gary D. Kofford", written over a white background.

Gary Kofford, Chairman
EMERY COUNTY, STATE OF UTAH

Utah 911 Committee Grant Description/Justification

Attachment A

Funding Request:

Emery County requests funds to provide for the 4th year hardware and software support until 4/10/09 which includes, \$4,370.40 for the Vesta Pallas System and 1,486.80 for Orion MapStar and Qwest 4th year Maintenance of \$1427.19 and Software Upgrade Program of \$5857.20.

Total Grant request: \$13,532.07

Justification:

Emery County has a population of 10,860 residents, it is the 7th largest county in Utah with approximately 5,000 square miles, is located in eastern central Utah and has State Highways SR 6, SR 10, SR 29, SR 31, SR24, SR303, and Interstate 70 which intersects the county. Emery County has nine incorporated cities and towns and five non-incorporated towns, the Incorporated cities are: Castle Dale, Huntington, Ferron, Orangeville, Emery, Green River, Cleveland, Elmo, and Clawson. Emery County encompasses portions of the Manti Lasal National Forest on the West, San Rafael Desert and the Green River on the east side, Sinbad Desert and Goblin Valley on the south, and the Book Cliff Mountains on the north.

Within the county there are 965 miles of county maintained roads, approximately. 70 miles of Interstate (I-70) and 125 miles of State Road (SR10, SR6, SR29, SR31, SR24, SR303), plus thousands of additional miles of maintained and un-maintained roads used for recreational purposes. The population density equates to 2.45 persons/square mile. 355.12 square miles (8%) are privately owned; 4,083.88 square miles (92%) are federally or state owned. The Emery County Sheriff's Office serves as the main law enforcement agency and first responder for all of Emery County. Emery County's current E911 equipment was installed this spring and is E911 Phase II compatible and is 10/20 number compatible.

The PSAP is staffed by six full time dispatchers, to serve the needs of county residents and the traveling public. The six state highways and one interstate highway that traverse through Emery County receive annual average daily traffic counts totaling over 22,000 vehicles consisting of thousands of visitors to our area to take in the beauty, variety and remoteness of all the recreation areas annually, both summer and winter.

In order to provide emergency services to local and traveling wireless callers and to more efficiently respond to local wire-line users, Emery County wants to keep their E911 hardware and software up to date and operating properly and uses the Vesta Pallas System with Orion MapStar, MapManager, and Qwest's NetClock.

Since the inception of the 911 surcharge, the county has used the income for equipment maintenance and database charges only, and has accumulated only enough to help pay for the Maintenance and Replacement of our E911 equipment which moneies we keep in a separate

account to pay for maintenance contracts and equipment repair and replacement. Salaries and benefits of the dispatchers are paid out of Emery County general funds and are estimated at \$325,000 annually. All POST training costs, travel, and per diem for dispatchers training, and salaries paid to Sheriff deputies who rotate in to cover dispatch as needed are also paid from the general fund. In 2004 the income from the E911 surcharge was \$26,337.92; The new equipment upgrade costs was \$140,606.81 which has a three year warrantee and our yearly telephone company line charges are \$43,399.08,

Keeping the computers and work stations working and updated, approximately every three years, and saving money to pay the yearly service contracts charges will continue to use up what the county collects in surcharge money, therefore, the county will not have matching money when they need to replace equipment. We are asking the 911 Committee for **\$13,532.07** in grant funding to help keep our E911 system running for the fiscal year of 2009 - 2010.

2003 Traffic Statistics, UDOT

Daily Average Vehicle Statistics, first three months of 2005, UDOT

Support Renewal
Emery County Comm - UT

Customer Information	
Customer: QWEST	Quote Date: 2/20/09
Site Number: 103357	Quote No.: QW23606
Contact: Cindy Kasteler	Site No: 103588
Phone: 801-575-1068	Account No: N/A
Fax:	
E-Mail: cindy.kasteler@qwest.com	
PlantCML Contact Information	
Sales Representative: Mathew Manzano	Account Exec: Fred Miller
Phone: 951-719-2164	Phone: 951-972-9752
Fax: 866-651-8173	Fax: 951-296-2727
E-Mail: mmanzano@plantcml.com	E-Mail: fmiller@plantcml.com

VESTA PALLAS System

Qty.	Part No.	Description	Unit Price	U/M	Total
1	809800-90301	MTU SPT THRU YR 1 MTU FW	\$162.00	EA	\$162.00
3	809800-90201	VESTA Pallas Software SPT VP 1YR PCML	\$1,188.00	EA	\$3,564.00
3	809800-80106	VESTA with IRR for Radio SPT VIRR THRU YR1 PEI	\$214.80	EA	\$644.40
		Support Start Date: 4/11/09 Support End Date: 4/10/10			
VESTA PALLAS System Subtotal					\$4,370.40

Support Renewal

Emery County Comm - UT

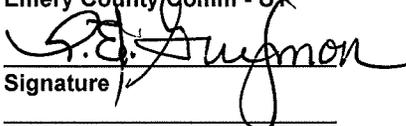
ORION Mapping

Qty.	Part No.	Description	Unit Price	U/M	Total
3	809800-01350	ORION MapStar OR MPSTR SPT THRU YR 1	\$495.60	EA	\$1,486.80
	Support Start Date: 4/11/09 Support End Date: 4/10/10				
ORION Mapping					\$1,486.80

Quote Summary

VESTA Pallas System	\$4,370.40	75%
ORION Mapping	\$1,486.80	25%
TOTAL QUOTE	\$5,857.20	100%

Emery County Comm - UT


Signature

Date

Qwest Communications Inc.

Signature

Date

Additional Comments

Quote is valid for 120 days from Quote Date

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Quotation Summary, or the Total Quoted Price. These items are not considered to be part of the system. The "Total Quoted Price" on the Quotation Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice.

No order based on this Quote shall be accepted in the absence of a signed master purchase agreement or other purchase agreement with PlantCML governing the terms of sale.

For questions regarding your support renewal term, please contact Jo Cribben at 951-719-2327 or Jennifer York at 951-719-2142.

Lead Time: 4 - 12 Weeks ARO on all PlantCML standard products. 8 - 12 weeks for CADStar

Support Renewal
Emery County Comm - UT

Customer Information	
Customer: QWEST Site Number: 103357 Contact: Cindy Kasteler Phone: 801-575-1068 Fax: E-Mail: cindy.kasteler@qwest.com	Quote Date: 2/20/09 Quote No.: QW23606 Site No: 103588 Account No: N/A
PlantCML Contact Information	
Sales Representative: <input type="text" value="Mathew Manzano"/> Phone: 951-719-2164 Fax: 866-651-8173 E-Mail: mmanzano@plantcml.com	Account Exec: <input type="text" value="Fred Miller"/> Phone: 951-972-9752 Fax: 951-296-2727 E-Mail: fmiller@plantcml.com

VESTA PALLAS System

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Support Renewal

Emery County Comm - UT

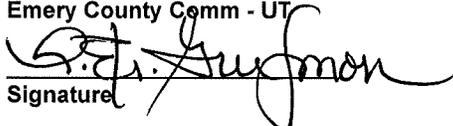
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Emery County Comm - UT


Signature

Date 5/4/09

Qwest Communications Inc.

Signature

Date

Additional Comments

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Lead Time: 4 - 12 Weeks ARO on all PlantCML standard products. 8 - 12 weeks for CADStar

EMERY COUNTY VESTA PALLAS PARTS LIST

MAN PART #	DESCRIPTION	QTY.
862309-00301	BASE UNIT LAN/LAN - RDNT	1
862309-00401	EXPANSION SHELF - RDNT	1
862311-00101	CARD COMBO 4/16	2
862311-00501	CARD, 16-STATION	1
862304-01001	CARD, 8-PORT GATM	4
872399-00101	LAN CTE, 1 SEAT	3
862306-00201	TELEPHONE 16-BUTTON	43
862308-00801	T24-24 BUTTON KIM	3
64040-60012	PRINTER, HP COLOR	1
65000-00065	CBL, PRINT PARALLEL 10 FT	1
872399-00201	VOICE MAIL, 1 SEAT	40
06500-55053	PALLAS EQPMT RACK 19 INCH	1
862314-00101	PERIPHERAL EQUIPMENT	1
852204-00101	MTU BASE UNIT	1
852204-00201	RDNTD PACKAGE - MTU	1
852210-00401	ACTIVE CAMA MODULE	5
872299-00101	MTU FIRMWARE	1
62001-00010	SVR, MINI	1
04000-00351	SVR WIN 2003+5CAL	1
6400C-20012	HD BACKUP 73G 10K	1
65000-00085	HD FRAME/CARRIER 80-PIN	1
850830-01501	MODEM PACKAGE	1
870890-07501	CPR/SYSPREP IMAGING	1
61000-0001X	WKSTN INTGR XP, HP	3
63002-172802	MNTR, 17IN FP BK	6
63002-152802	MNTR 15 IN FP BLK NEC	1
04000-0LX44	4-CHANNEL, PCI SOUND CARD	3
04000-00420	CALL RECORD PRNTR, HI END	1
04000-00419	PARALLEL PRNTR RIBBON	1
65000-00065	CBL, PRINT PARALLEL 10 FT	1
850808-00702	AUDIO CONTROL UNIT	3
870810-01101	VCDR SVR MOD	1
870810-01102	VCDR MNTR LIC	3
04000-01028	SWITCH KVM 2-PORT USB	3
64007-50014	GENOVATION KEYPAD PS2/USB	3
870899-03002.6	VESTA PALLAS 2.6 SW/DOC	1
870899-03102.6	VESTA-PALLAS 2.6 LICESNSE	2
870809-00201	VESTA.ALI INTFC MODULE	1
870809-00101	VESTA, CAD INTFC MODULE	1
870810-00602	VESTA IRR RADIO SOFTWARE	3

871399-00205.2	ORMS 5.2 LIC ONLY	2
871399-00105.2	ORMS 5.2 LIC/DOC/MED	1
04000-00248	OR RUNTIME LIC. ESRI	3
04000-00348	OR ESRI NET ENG RUNTIME	3
04000-07050	CBL GPS ANTENNA 50FT	1
04000-09183	NETCLOCK MASTER CLOCK	1
04000-08225	GPS ANTENNA OUTDOOR	1
04000-08226	GPS ANTENNA SURG PROTECTR	1
809800-01313	OR MAP VERIFY/VALID SMALL	1
809800-90303	SPT THRU YR 3 MTU FW	1
809800-90001	VESTA WORKSTATION CONFIGURATION	3
809800-70001	VESTA SERVER CONFIGURATION	1
809800-80401	PALLAS CONFIGURATION	1
809800-80400	PALLAS SYSTEM STAGING	3
04000-01498	WARRANTY EXT 3YR ML310	1
04000-01500	WARRANTY 3YR 24X7 XW4300	3

**ATTACHMENT 3
To PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT
BETWEEN CUSTOMER AND QWEST COMMUNICATIONS COMPANY, LLC**

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CONFIDENTIAL INFORMATION

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MAINTENANCE PROVISIONS

General. After expiration of the warranty period, all Product(s) listed in Attachment 1 will be maintained in accordance with the manufacturer's original performance specifications.

1. Service and Scope.

1.1 Qwest will provide remedial maintenance on Product(s) listed in Attachment 1, 24 hours a day, seven days a week on a call out basis.

1.2 Qwest will target a response time of two hours from receipt of a call to respond to service-affecting call outs.

1.3 Remedial maintenance means maintenance Qwest deems reasonably appropriate and necessary to return Product(s) listed in Attachment 1 to proper operating condition as specified by manufacturer's specifications.

1.4 Prior to call out, Customer must follow routine test procedures, as specified by Qwest, to localize the cause of a problem.

1.5 After localization of trouble to the Product(s), Customer will immediately notify Qwest, by phone, of any Product(s) malfunction.

2. Term of Maintenance Provision.

2.1 The term of this Maintenance Provision will be Jan 1, 2010 - April 10, 2010 (3.5) months and will begin the day after the warranty period expires for Product(s).

2.2 If Qwest's agreement with the equipment manufacturer terminates before the end of this Agreement, Qwest may discontinue maintenance service with reasonable notice to Customer.

3. Repair and Replacement of Parts.

3.1 Qwest will have the option to repair or replace Product(s) specified in Attachment 1, or parts thereof.

3.2 When Qwest replaces part(s) or Product(s), the replacement part(s) become the property of Customer, and the replaced part(s) become the property of Qwest.

3.3 Qwest may, at its option, use new, reconditioned, or a later version of the parts or components of Product(s) to replace parts.

3.4 If Qwest uses parts or Product(s) from a Customer-owned spare parts inventory, the defective part(s) or Product(s) will remain the property of Customer. Customer may, at its option, purchase replacement spare part(s) or Product(s) from Qwest. In the case of such exchange, the defective part(s) or Product(s) become the property of Qwest and the purchased part(s) or Product(s) become the property of Customer.

3.5 Prices for replacement spare part(s) or Product(s) will be the then current Qwest list price.

4 Software Upgrades (Optional). Customer may select the software upgrade program listed on Attachment 4. The availability of this option is contingent on the type of Product used. If Customer selects the software upgrade program, the manufacturer, through Qwest, will make new versions and releases of the Product software available for deployment during the contract period. Customer must agree to the software license agreement(s) provided by the Product manufacturer. If Customer is not willing to agree to a manufacturer's software license terms, Qwest will not offer the software upgrade program. The software upgrade program is limited to only the software. If any additional hardware or equipment is required to use the software upgrade program, the cost of such additional hardware or equipment will be Customer's responsibility. Any required labor that is provided by a vendor and/or Qwest will be billed on a time & material basis at then-current rates and charges. Rates for the software upgrade program are shown in the Software Upgrade Program Schedule in Attachment 4. Maintenance for the software upgrade program will be incorporated into the Maintenance Payment Schedule in Attachment 4.

5. Exclusions.

5.1 This Agreement does not cover service calls for Product(s) listed in Attachment 1 that are damaged as a result of misuse of the Product(s), abusive environment, Customer modification, Customer interfaces with peripheral Product(s), moves, fire, vandalism, operator error, use of improper supplies, Force Majeure events, or other causes beyond normal usage of the Product(s). However, if Customer requests Qwest to make repairs under such circumstances, and if Qwest agrees to make such repairs, Qwest will provide repair at Qwest's then-current hourly charge rate for service technicians. All parts required to repair the Product(s) will be paid by Customer at the then-current parts list price.

12.5 IF THE PRODUCT(S) OR SERVICES FAIL TO MEET THE TERMS OF THIS WARRANTY AS A RESULT OF THE ACTIONS OR NEGLIGENCE OF CUSTOMER OR ACTIONS OF A THIRD PARTY (OTHER THAN AN AGENT OF, OR INDEPENDENT CONTRACTOR OF QWEST), OR DAMAGE RELATING TO ACTS OF GOD, FIRE, VANDALISM, OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CUSTOMER INTERFACES OF PERIPHERAL EQUIPMENT, THEN CUSTOMER WILL PAY ALL CHARGES ASSOCIATED WITH THE REPAIR OR REPLACEMENT THEREOF IF CUSTOMER SO ELECTS TO REPAIR OR REPLACE SAID ITEMS.

13. Exclusions to Warranties.

13.1 THE WARRANTIES PROVIDED BY QWEST UNDER THIS AGREEMENT DO NOT INCLUDE THE FOLLOWING SERVICES:

- a. FURNISHING SUPPLIES THAT ARE NOT PART OF THE PRODUCT(S) OR FURNISHING MATERIAL THEREFOR;
- b. ELECTRICAL WORK EXTERNAL TO PRODUCT(S) SOLD UNDER THIS AGREEMENT;
- c. WORK OR SUPPLY OF MATERIAL RELATING TO MAINTAINING A PROPER ENVIRONMENT AT SITE UNLESS INDICATED IN ATTACHMENT 1 TO THIS AGREEMENT;
- d. EQUIPMENT NOT SOLD, INSTALLED, AND MAINTAINED BY QWEST EXCEPT FOR THE 90 DAY WARRANTY FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY QWEST.

13.2 QWEST DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

13.3 WARRANTY DOES NOT COVER PRODUCT(S) AFFECTED BY OPERATOR ERROR, MISUSE OF PRODUCT(S) OR FORCE MAJEURE EVENTS.

13.4 WARRANTY AND MAINTENANCE ON UNINTERRUPTED POWER SUPPLY ("UPS") ARE THROUGH THE MANUFACTURER AND DO NOT INCLUDE BATTERY REPLACEMENT.

14. Software License. One or more of the Product(s) may be or may contain software. In some cases the Product(s) manufacturer (Qwest's vendor) has embedded such software into the hardware as an integral part of the Product(s). All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (Qwest's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a Software License Agreement or Software Sub-License Agreement by end-user and/or Qwest, such license must be executed by Qwest's Customer as required, and will become a part of this Agreement by reference.

15. Default by Customer. In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, Qwest will have the right, after written notice, to cease performance or warranty service hereunder. This remedy will be in addition to any other remedies, including termination, available to Qwest in law or equity. Qwest will be entitled to recover reasonable attorneys' fees and costs of collection associated with enforcing its rights hereunder.

16. Governing Law; Dispute Resolution.

16.1 Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

16.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

17. Notices. Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax #: 888-778-0054; Attn.: Legal Dep't, and to Customer at its then current address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after delivered via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

18. General. Customer represents that it is not a reseller and will not resell the Service. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. The Agreement is intended solely for Qwest and Customer and not to benefit any other person or entity, (e.g., End Users). If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will